

PERFORMANCE SCHEDULE
DREDGING OF ASH POND E
POSSOM POINT POWER STATION

Mobilize and Start Work	04/01/2015
All Work Completed (including Demobilization)	08/31/2015

SCOPE OF WORK

DREDGING
ASH POND E
POSSUM POINT POWER STATION

March 13, 2015

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SCOPE OF WORK
DREDGING
ASH POND E
POSSUM POINT POWER STATION

1.0 **LOCATION**

Possum Point Power Station

The work is to be performed at Company's Possum Point Power Station located off I-95 Exit 152A in Dumfries, Virginia. The coordinates for the site are lat. 38 32' 71" and long. 77 16' 10".

The station can be reached by truck or other highway transport vehicles via Virginia Interstate 95.

2.0 **DESCRIPTION OF THE WORK**

2.1 **General**

Description - This work shall consist of the removal of the existing ash, coal by-products, vegetation, and other miscellaneous materials that are currently located in Ash Pond E and the placement of this material in Ash Pond D as directed by the Company. E must be dredged to a clean close status. "Clean Closed" when referring to the basin means completely clean of any ash (0% full).

All organic materials shall be removed from the surface prior to dredging and placed in an area to be removed via truck to an appropriate landfill.

This work shall also consist of providing a haul ramp between Pond D and Pond E to minimize the need for any truck travel on the county and state roads.

2.2 **Mobilization**

Description - This work shall consist of the performance of construction preparatory operations, including the movement of personnel and equipment to the project site, payment of insurance premiums and for the establishment of the Supplier's offices, buildings and other facilities necessary to begin work on a substantial phase of the contract.

Method of Measurement - Payment for mobilization will be made on a lump sum basis wherein no measurement will be made.

Basis of Payment - This item will be paid for at the contract lump sum price, which price shall be full compensation for performing the work specified and the furnishing of all materials, labor, tools, equipment and incidentals necessary to mobilize and subsequently demobilize the construction preparatory operations.

2.3 Mechanical Dredging

Description - Dredging shall consist of transferring all coal combustion by-products, and other materials from the Ash Pond E to Ash Pond D in the location specified by the Company. Ash Pond E contains approximately 750,000 cu yds (75%) of ash. Dewatering of the ash to facilitate this work shall be included in this work.

Ash Pond D is located approximately (115) feet vertically and (3,500) feet horizontally from Ash Pond E.

Ash Pond E is approximately 32 acres on the surface and up to approximately 40 feet deep. The ash was deposited in the pond via a slurry pipeline from the station.

The data shown on the plans, and detailed in the Scope of Work are for the information and guidance of the Supplier, the Company does not guarantee the depth or character of the material.

The Supplier shall inspect the site to determine the conditions under which the Work is to be performed.

Construction Methods - The area designated for ash placement is Ash Pond D. The Supplier shall ensure that no erosion occurs on the project site as a result of his operations and he shall make every effort to protect the slopes and other features in Ash Pond D.

The Supplier shall be responsible for determining the effect of the shrinkage or swell factor of the material and no adjustment will be made in pay quantities for this factor. Additionally, the Supplier shall be responsible for evaluating the specific gravity of the material to be dredged as it may affect the productivity of the equipment proposed.

The Supplier shall take measures to prevent water from discharging through openings between the stop logs out of the Ash Pond E. The Supplier shall supervise and coordinate the sealing of stop logs by others (Crofton Diving or other) to ensure that water does not leak through the structure. The Supplier shall remove and install all stop logs as directed by the Company for the performance

of the work, maintenance of Ash Pond E, and to control effluent water quality Supplier shall notify the Company’s site representative prior to the adjustment of the stop logs. Upon completion of dredging and during the demobilization process, the Company will inspect the ash ponds and specify the water levels to be maintained in the pond.

Environmental Considerations - The Supplier shall control erosion and siltation caused by his operations through the use of devices and methods as necessary. The Company reserves the right to require temporary measures not specifically described herein to correct an erosion or siltation condition. The cost of temporary erosion control is considered incidental to other items of work and will not be measured for separate payment

Water Quality -The existing discharge from Ash Pond E is a VPDES permitted facility with the following effluent limitations and monitoring requirements:

	<u>Monthly Average</u>	<u>Daily Maximum</u>
Total suspended solids	30 mg/1	100 mg/1
Oil and Grease	15 mg/1	20 mg/1

Additionally, the following limitations shall also apply:

1. The discharge shall have a pH value between 6.0 and 9.0 at all times.
2. There shall be no discharge of floating solids or visible foam.

The Company will perform all testing and monitoring of any discharge to ensure that the allowable limits are not exceeded. In the event that the actual effluent quality is not acceptable as provided by the VPDES permit or as determined by the Company, it will be the responsibility of the Supplier to manage the velocity and volume of discharge by the manipulation of stop logs and gates so as to maintain the effluent limitation specified. Additional siltation control measures such as running either pond discharge through filter bags or “frac” tanks may also be necessary.

Failure on the part of the Supplier to adequately maintain sediment control devices in such a manner that water quality requirements are exceeded may result in the Company suspending work until concentrated efforts have achieved the desired result. Suspension of the work due to failure by the Supplier to maintain effluent limits shall be at the sole expense of the Supplier.

The Supplier shall exercise every reasonable precaution throughout the duration of the project to prevent pollution of rivers, streams or impoundments. Pollutants such as chemicals, fuels, lubricants, bitumens, raw sewage, paints, sedimentation and other harmful waste shall not be discharged.

Pollution - The Supplier shall continuously monitor his equipment and promptly correct any deficiency which may occur regarding the integrity of his equipment.

In the event the Supplier dumps, discharges, or spills any ash or coal by-product or any petroleum product, the Supplier shall immediately notify the Company and shall take immediate actions for containment and removal of the spill. All other accidental spillage shall be contained and removed prior to completion of the project.

The Supplier shall provide and implement a SPCC plan for equipment fuel and or other chemicals during the dredging operations.

Protection and Restoration of Property and Landscape - The Supplier shall be responsible for the preservation of all property and improvements along the line of and adjacent to the work. He shall use suitable precaution to prevent damage to all such property.

The Supplier shall be responsible for all damage or injury to real property as well as property of any other character during the prosecution of the work resulting from any act, omissions, neglect or misconduct in his method of executing the work or in consequence of the non-execution thereof on the part of the Supplier.

The Supplier shall restore such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding or restoring, as may be directed.

Even though the temporary haul road between Pond E and Pond D does not constitute damage it shall be removed after completion of the project and the gravel materials placed on the internal roads around the Pond area.

Method of Measurement - When payment is specified on a cubic yard basis, the accepted excavation will be measured in its original position by cross-sectioning the excavation area. Volume will be computed from the cross-section measurements by the average end-area method.

Basis of Payment - The accepted quantities of excavation will be paid for at the contract unit price per cubic yard, which price shall be full compensation for all materials, labor, tools, equipment and incidentals necessary to complete the Work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Dredge Excavation (Ash Pond E)	Cubic Yard

2.4 Acceptance of the Work

Partial Acceptance - If at any time during the execution of the project the Supplier completes a unit or portion of the project, the Supplier may request the Company's Representative to make final inspection of the unit or portion of the project completed. If the Company's Representative finds upon inspection that the unit or portion of the project has been completed in compliance with the contract, and if it is found that the acceptance is in the interest of the project, he may accept that unit or portion of the project as being completed and the Supplier will be relieved of further responsibility for that unit or portion of the project. Such partial acceptance shall in no way void or alter any of the terms of the contract.

If any damage due to causes beyond the control of the Supplier is sustained by such accepted unit or portion of the project, the Company's Representative may authorize the Supplier to make the necessary repairs. In the absence of contract prices covering the items of repair, the work will be paid for as provided in the Contract.

Final Acceptance - Upon receipt of written notice from the Supplier of presumptive completion of the entire project, the Company's Representative will make an inspection and if all construction provided for and contemplated by the contract is found completed to his satisfaction, that inspection will constitute the final inspection and the Company's Representative will make the final acceptance and the Supplier will be notified of such acceptance in writing within 5 days of such inspection.

If, however, the inspection discloses any work, in whole or in part, as being incomplete or unsatisfactory, the Supplier shall immediately correct such deficiency. Upon completion or correction of the work, another inspection will be made which will constitute the final inspection. In such event, the Company's Representative will make the final acceptance and the Supplier will be notified of such acceptance in writing within 5 days of such inspection. In any event, it is the Supplier's responsibility to maintain the project until final acceptance, except under such conditions as may be specifically exempted.

2.5 Final Determination of Quantities

When final inspection and final acceptance have been duly made by the Company's Representative, the Company's Representative will prepare the final statement of the quantities of the various classes of work performed. Thereafter the Supplier will be afforded 10 days in which to review the final estimate before payment.

2.6 Access Maintenance During Construction

The Supplier shall maintain the work from the beginning of construction operations until final acceptance of the Project. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the project site is kept in satisfactory condition at all times, including barricades and warning signs. Roadways as part of this access maintenance would include the road around the Pond E and any internal station roads to Pond D where piping or equipment could block access. This shall be of utmost importance as it pertains to disturbance minimization of eagles nested in the area south of Ash Pond D as noted in Section 8.0.

Unless otherwise provided, the roadways shall be kept open to all traffic by the Supplier. The Supplier shall keep the portion of the project being used by public traffic, whether it is through or local traffic, in such condition that traffic will be adequately accommodated. Unless otherwise specified, the Supplier shall bear all cost of maintenance work during construction and before the project is accepted and of constructing and maintaining such approaches, crossings, intersections and other features as may be necessary, without direct compensation; however, when the Supplier confines his operations to a specific section of a project or to areas adjacent to, but not including the surface of the roadway and reasonable width of shoulder thereto, and the surface is not disturbed or damaged by his operations or equipment, he shall not be responsible for the maintenance of the surface which remains undisturbed or undamaged.

The Supplier shall keep the portions of the road being used by the public free from irregularities and obstructions of any character which might present a hazard or annoyance to traffic and in such condition that traffic will be adequately accommodated.

Maintenance of Traffic During Suspension of Work - During any suspension, the Supplier shall open to traffic such portions of the project and temporary roadways or portion thereof as may be agreed upon between the Supplier and Company for the temporary accommodation of necessary traffic during the anticipated period of suspension.

Flagging Traffic – Competent and courteous flagmen shall be provided in sufficient number to orderly control and, if necessary, to stop traffic, advise the public concerning the delays and the manner in which they should proceed, and to keep traffic in their respective lanes along the project. The flagmen shall use either flags or sign paddles to regulate traffic; however, the use of both flags and sign paddles on the same project will not be allowed.

Barricades and Warning Signs - The Supplier shall take all necessary precautions for the protection of the work and the safety of the public as described

herein. Highways closed to traffic shall be protected by barricades and other warning devices, as required or approved by the Company.

Barricades and warning devices shall be illuminated where required during all hours of darkness and during periods of low visibility. The Supplier shall erect warning devices in advance of any location on the project where operations or obstruction may interfere with the use of the road by traffic, and at all intermediate points where the new work crosses or coincides with an existing road. The Supplier shall maintain all sign faces and reflective surfaces of warning devices in a clean and visible condition at all times. All barricades, warning signs, lights, temporary signals and other protective devices shall conform to the requirements of MUTCD, unless otherwise specified in the contract. The reflective surfaces of all signs and safety devices furnished by the Supplier shall be fabricated using encapsulated lens type reflective sheeting.

2.7 Character of Workmen, Methods and Equipment

The Supplier shall at all times employ sufficient labor and equipment for the orderly prosecution of the work to full completion in the manner and time required by these specifications and contract.

All workmen shall have sufficient skill and experience to perform properly the work assigned to them. Workmen engaged in special or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform it properly and satisfactorily.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other areas will result from its use. The Company may order the removal and require replacement of any unsatisfactory equipment. All Supplier owned or rented/leased vehicles and/or equipment having oil or fuel leaks will not be permitted on Company's property. When the methods and equipment to be used by the Supplier in accomplishing the construction are not prescribed in the contract, the Supplier is free to use any methods or equipment that he demonstrates to the satisfaction of the Company will accomplish the contract work in conformity with the requirements of the contract.

When the contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Company. If the Supplier desires to use a method or type of equipment other than those specified in the contract, he may request authority from the Company to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is

given, it will be on the condition that the Supplier will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Company determines that the work produced does not meet contract requirements, the Supplier shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Supplier shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the Company may direct. No change will be made in basis of payment for the construction items involved nor the contract time as the result of authorizing a change in methods or equipment under these provisions.

2.8 Cooperation Between Suppliers

Company reserves the right at any time to contract for the performance of other or additional work on or near the work covered by an existing contract.

When separate contracts are awarded within the limits of one project, each Supplier shall conduct his work with a minimum hindrance to the work being performed by other Suppliers. Suppliers working on the same project shall cooperate with each other and, in case of dispute, Company shall be the referee and its decision shall be binding upon all parties.

3.0 RESPONSIBILITIES OF SUPPLIER

3.1 Equipment and Tools

Supplier shall furnish and maintain all necessary equipment and tools required to complete the Work. Supplier shall provide fuel, oil, and repair services for all of its equipment. Equipment shall be maintained in safe operating order, and all cranes will bear current inspection certifications. Any equipment failing to meet required safety standards shall not be used and shall be removed from Company property if requested by Company. Supplier shall provide Company's Site Representative a copy of the current inspection certification for each crane brought on site.

3.2 Support Facilities

3.2.1 General

Supplier shall provide all necessary facilities including but not limited to offices (including necessary furniture, supplies and equipment), change trailers, tool rooms and shops necessary to accommodate personnel and equipment. Supplier shall furnish telephone and sanitary systems for these structures as required. Such facilities shall meet all federal, state and local requirements. Supplier shall obtain any necessary permits for these

facilities. Company shall have right of access to these facilities. The size, quantity, appearance and location of support facilities shall be approved by Company before such facilities may be brought on site or erected. Upon completion of the project, Supplier shall promptly remove all support facilities from Company property.

3.2.2 Temporary Power

Supplier shall be responsible for distribution and maintenance of temporary power. Required maintenance of the electrical system shall be performed by qualified electricians furnished by Supplier.

3.3 Other Supplier Responsibilities

Supplier shall furnish qualified supervision and labor, administrative and technical support necessary to complete the Work. All Supplier employees shall be subject to Company's approval. Company reserves the right to request removal of any employee whose presence is deemed detrimental to Company or to the work being performed. Supplier's supervisory personnel or key craft personnel shall not be replaced without the written consent of Company unless they cease to be in the employ of Supplier.

3.3.1 Supervision

Supplier shall keep on the work site during its progress, a competent representative in charge of the Work and any necessary assistants all satisfactory to Company. The representative shall be in full charge, and all instructions, oral and written, given to the representative shall be as binding as if given to Supplier. The representative shall be identified in writing to Company's Site Representative before mobilization on site and shall remain on site during all working hours of the contract work and until work is complete unless written approval by Company is granted for the representative's absence.

Twice per operating shift, Supplier representative shall conduct a visual inspection of the dikes and ash pond discharge. The purpose of the inspection is to identify any problems or abnormal circumstances which may need resolution. Company will provide a checklist which must be completed after each inspection. The checklist will be included with the daily Suppliers log.

3.3.2 Other Supplier Designees

Supplier shall designate from its work force individuals as required to perform the following functions:

3.3.2.1.

N/A

3.3.3 Permits

Supplier shall furnish all necessary permits and licenses required for the performance of the Work, except those identified as being furnished by Company.

3.3.4 Surveying

Supplier shall provide all survey and layout work required to support its work.

3.3.5 Severe Weather

During periods of anticipated severe weather such as hurricanes, high winds, or frigid temperatures, Supplier shall exercise all reasonable precautions to protect its work, the work of other suppliers, existing site facilities, and personnel from the potential damaging effect of such weather.

3.3.6 Clean-Up

Company shall provide and maintain dumpsters for general construction debris and trash barrels for paper. Supplier shall on a daily basis provide for all clean up of its work areas and dispose all trash and debris at Company-furnished dumpsters. Under no circumstances shall Supplier use Company trash barrels for the disposal of construction debris.

Supplier shall provide whatever manpower and equipment that Company, in its sole discretion, determines is necessary to clean adequately and remove from its work areas all trash, dirt and debris that results from the operations of Supplier and its sub-suppliers and suppliers.

Supplier shall maintain its material and equipment laydown areas both inside and outside building areas in a neat and orderly fashion. These laydown areas shall be specifically designated by Company.

3.3.7 Assurance of Equipment/Facilities Condition

Company may make certain pieces of construction equipment and/or facilities available for Supplier's use. In using the equipment and facilities, Supplier shall assure itself before use that they are safe and shall assume all risk and responsibilities in its use of the equipment and

facilities. Supplier shall hold Company harmless against any damages or claims that may arise from such use. It is the responsibility of Supplier to document in writing, before returning equipment to Company, that no part of the equipment loaned to Supplier has been over-stressed or damaged in any way as the result of its use. Supplier will be required to sign a waiver to this effect to use any of Company's equipment.

3.3.8 Utility Property and Services

At points where the Supplier's operations are adjacent to properties of any public or private utility, damage to which might result in considerable expense, loss or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been completed.

The Supplier shall cooperate with the owners of any underground or overhead utility lines in their removal and adjustment operations in order that these operations may progress in a reasonable manner and that duplication of adjustment work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to any utility service as a result of accidental breakage, or as a result of being exposed or unsupported, the Supplier shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If utility service is interrupted, repair work shall be continuous until the service is restored. The Supplier shall be responsible for any damage to utilities due to neglect or due to his methods of performing the work.

4.0 RESPONSIBILITIES OF COMPANY

4.1 Materials

None.

4.2 Other Company Responsibilities

4.2.1 Drawings and Specification

Plans and Working Drawing - Plans consisting of general drawings and showing such details as are necessary to give a comprehensive understanding of the construction contemplated will be furnished by Company. Structure plans will, in general, show all necessary dimensions. When dimensions are not shown in detail general features as are necessary will be shown. Such dimensions which are affected by actual design elements or parameters shall be adjusted as necessary to accommodate

actual field conditions and shall be specifically denoted on the working drawings.

4.2.2 Coordination

Due to construction sequence scheduling, close coordination and cooperation among suppliers are required. Company reserves the right to establish priority in the event scheduling conflicts occur and shall arrange for required plant outages. Supplier shall provide at least one knowledgeable representative to attend scheduling/ coordination meetings called by Company.

4.2.3 Inspection and Testing

Company reserves the right to make any independent surveillance, inspections, and tests deemed necessary to verify the quality of work being performed. Any such inspections and tests performed by Company, however, shall not relieve Supplier of its responsibility for performing the Work so as to meet the quality standards and terms of this Contract, including Supplier's performing such inspections and tests as are required by this Contract. Supplier shall provide safe and proper facilities at all times for the inspection of its work.

4.2.4 Facilities

Company will provide areas for material storage and fabrication. Security enclosures and utilities for said areas shall be provided and maintained by Supplier.

4.2.5 Permits

Company will furnish all Corps of Engineers and State Water Control Board permits and licenses as well as notify said agencies of the work.

4.2.6 Surveys

Company will furnish initial and final surveys for Ash Pond E. Supplier will be notified of the survey dates and times. Supplier, at their discretion may witness the surveys.

5.0 SAFETY

5.1 Safety Requirements

Supplier shall perform all work under this Contract in accordance with the latest edition of Company's safety procedure labeled "Safety". The current edition is

attached hereto as Appendix A. While working on or around the water. Supplier employees shall wear Coast Guard approved life preservers.

6.0 REPORTS AND SUBMITTALS

6.1 Progress Reports

Supplier shall furnish Company with a written progress report on a **weekly** basis, due on **Monday, 9:00 AM** for the preceding **week**. This report shall include, but not be limited to, man-hours expended, quantity of materials dredged, progress on schedule activities, reasons for not reaching planned completion for any activity. This report shall reflect any differing site conditions, directives given to Supplier by Company that Supplier feels may conflict with the original intent of the Contract, etc. This report shall be reviewed regularly at a time, date and place on-site agreeable to the parties.

6.2 Other Reports

6.2.1 Weekly Safety Meeting Report

6.2.2 Daily Log

Supplier's Site Representative shall maintain a written daily log. A copy of the log shall be audited by the Company's Site Representative on a regular basis. This report shall include, but not be limited to,

- any differing site conditions
- weather
- directives given to Supplier by Company that Supplier feels may conflict with the original intent of the purchase order
- progress on schedule activities
- reasons for not reaching planned completion of any activity, the impact to other scheduled activities and causes of such
- any delays, the impact to other scheduled activities and causes of such
- safety issues, dates and topics of safety meetings
- daily inspections of the existing dikes and ash ponds
- daily inspections of the pipelines indicating time and condition of the pipeline

7.0 SPECIFICATIONS AND DRAWINGS

7.1 Specifications

Distance from Ash Pond E to Ash Pond D

General Parameters:

(Note: Quantities are estimated, Supplier shall be responsible to verify quantities)

Estimated Distance: 3500 feet

Estimated Change in Elevation between E and D Ash Pond surfaces: 65 feet

Piping Parameters:(In the event piping is needed for parts of the work)

(Note: These are the minimum acceptable specifications – if Supplier determines, through their evaluation that another size pipe is required – it must be clearly identified to the Company.)

Material Type: HDPE

Pipe Size: TBD

7.2 Drawings

Stone & Webster drawing entitled Dike Plan & Details Ash Pond E, Possum Point Power Station dated 1967.

Dominion drawings entitled Topographic Survey of Ash Pond E Dike, Sheet 1, 2, and 3 of 3, Possum Point Power Station, dated Nov. 16, 2010.

8.0 EAGLE DISTURBANCE MINIMIZATION

8.1 Project Constraints: Presence of eagle nests near Ash Ponds D & E

Bald Eagle – The bald eagle, while no longer listed as threatened or endangered, is still protected under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA). As relates to the dredge project, bald eagles are specifically protected from “disturbance”. For example, if project activities were to cause the adults to abandon their nest, or the young were to leave the nest too soon and be injured, the company could be in violation of BGEPA with negative consequences. The best eagle life history information we have comes from Center for Conservation Biology researchers and from US Fish & Wildlife Services (USFWS) observations at the Possum Point site. Based on this information, we can expect that egg laying should commence around mid-February, followed by a 30 day incubation period through mid-March with young being hatched around April 1. This obviously means that dredging activities associated with Ash Pond E will be ramping up and ongoing during a critical period for these birds.

The VA Department of Game and Inland Fisheries (VDGIF) has established Bald Eagle Management Guidelines to help protect these birds. These guidelines establish a protective buffer of 660 feet around such nests. Work is prohibited within this buffer during the critical breeding and rearing season which extends from December 15 to July 15 each year. Below is wording directly from the guidelines:

Nest Visibility	Guidance for minimum distance for Category A and B activities near a nest
If the activity or completed project will be visible from the nest	660 feet, or potentially as close as existing tolerated activity of similar scope. Activities within 660 feet should not be undertaken without site-specific VDGIF consultation. Landscape buffers are recommended. Clearing, earthmoving, external construction, and landscaping closer than 660 feet should be conducted outside of the breeding season.

For these reasons, during dredging operations, bald eagle protection is an element of this work scope.

8.2 Work Plan Recommendations: To Avoid and Minimize Bald Eagle Disturbance:

The two factors which most influence an eagle's response to human activity are 1) The activity's visibility from the nest and 2) The regular occurrence of similar activities near the nest. In this context, we want to focus heavily on minimizing dredge visibility from nest PW1103 and minimizing any new activities which the eagles have not experienced (i.e., constant noise from the dredge).

- 8.2.1 In general, use distance, landscape and timing buffers to minimize disturbance.
- 8.2.2 Access to Ash Pond E is restricted to those areas outside of the protective 660' bald eagle buffer. (See attached eagle map photo with eagle buffer perimeter for nest PW1103.) This would include truck entry to and exit from the pond, refueling, maintenance/repair, and associated equipment.
- 8.2.3 Access to Ash Pond D is restricted to those areas outside of the protective 660' bald eagle buffer. (See attached eagle map photo with eagle buffer perimeter for nest PW0201.) This would include truck entry to and exit from the pond, refueling, maintenance/repair, and associated equipment.
- 8.2.4 Any staging of equipment or materials on the site is restricted to those areas outside of the protective 660' bald eagle buffers associated with

Ponds D and E. (See attached eagle map photo with eagle buffer perimeters for nests PW0201 and PW1103.)

- 8.2.5 Equipment movement within Ash Pond E is restricted to those areas outside of the protective 660' bald eagle buffer but shall be allowed later in the dredging operation. When allowed work in the South West corner of the Pond will be restricted to 2 pieces of equipment (one haul unit and one load unit) except in the case of an emergency.
- 8.2.6 In as much as possible, dredging on Pond E should be sequenced to begin as far from the nest as possible thus allowing time for the trees to leaf out and provide a visual buffer before moving closer.
- 8.2.7 Placement of any needed piping should be as far away as possible from nest PW0201
- 8.2.8 Noise resulting from the dredge operation on Ponds D and E must be reduced to the maximum extent practicable. Because continuous noise from the engines will be introduced as an environmental variable which the birds have not experienced, this must be minimized using the best available technology and methods.
- 8.2.9 Highway traffic patterns and intensity associated with Ash Pond E dredging is assumed to be consistent with pre-existing conditions and thus no disturbance impact is anticipated.